

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

LUND-ROSS CONSTRUCTORS, INC.,
a Nebraska corporation,

Plaintiff,

v.

VECINO NATURAL BRIDGE, LLC,
a Missouri limited liability company,

Defendant.

Case No. 8:19-cv-00550-RFR-CRZ

**JOINT STIPULATED PROTECTIVE
ORDER RE CONFIDENTIAL
SETTLEMENT INFORMATION**

THIS MATTER comes before the Court for consideration pursuant to the parties' stipulation, as evidenced by the signatures of respective counsel below, seeking entry of a protective order to preserve the confidentiality of certain documents and records to be exchanged between the parties in furtherance of the settlement conference(s) previously ordered by the Court (filing nos. [67](#) and [69](#)).

Having reviewed the Joint Stipulated Protective Order stated herein, the Court hereby ORDERS that the following terms and procedures shall govern the handling of information and documents exchanged between the parties in furtherance of the settlement conference(s) previously ordered by the Court:

1. **Confidential Settlement Information.** "Confidential Settlement Information" means any document or object, and information contained therein, that a party hereto (individually, a "Party" and collectively, the "Parties") determines in good faith contains sensitive and proprietary financial information that should not be disclosed outside of settlement negotiations conducted in this matter.

2. **Designation of Confidential Settlement Information.** Documents and things produced which contain Confidential Settlement Information shall be designated by the producing party or its counsel by marking each page thereof, or each file name of any electronically produced material, at the time of production substantially as follows:

CONFIDENTIAL SETTLEMENT INFORMATION.

3. **Use of Designated Documents and Information.** Any Confidential Settlement Information shall not be disclosed by any Party to this action to any persons or entities except as provided herein or as provided upon further Order of this Court. Any Confidential Settlement Information shall not be used by a Party for any purpose other than in connection with confidential settlement communication in this action except with leave or order of the Court.

4. **Access to Confidential Settlement Information.** Access to the Confidential Settlement Information is limited to the following:

a. Counsel of record for the Parties in this action and employees of their firm, including paralegal, secretarial, or clerical staff who are assisting counsel. Said counsel need not sign the Confidentiality Agreement attached hereto as Exhibit A;

b. The designated representative(s) of a Party who agree in writing to be bound by the terms of this Protective Order. Said designated representative(s) must read this Protective Order and complete and sign the Confidentiality Agreement attached hereto as Exhibit A. Any such form signed by a designated representative of the Parties shall be provided to all other counsel of record in this matter; and

c. The independent consultant(s) employed by a Party's counsel of record who agree in writing to be bound by the terms of this Protective Order. Said independent consultant(s) must read this Protective Order and complete and sign the Confidentiality Agreement attached hereto as Exhibit A. Any such form signed by an independent consultant of the Parties shall be provided to all other counsel of record in this matter.

5. **Conclusion of Settlement Proceedings.** Not later than thirty (30) days after the Parties conclude their settlement negotiations in this matter pursuant to the settlement conference(s) previously ordered by the Court (filing nos. [67](#) and [69](#)), whether such negotiations conclude upon the Parties' entry into a settlement agreement or notification by either Party that

settlement negotiations have concluded, any originals or reproductions of any Confidential Settlement Information shall be returned to the producing party or destroyed. If the Confidential Settlement Information is destroyed rather than returned, the non-designating Party must provide written confirmation of the destruction of the Confidential Settlement Information to the designating Party.

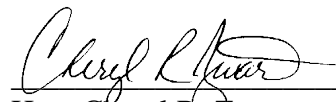
6. The designation of any material in accordance with this Order as constituting or containing Confidential Settlement Information is intended to facilitate the Parties' settlement negotiations and to protect such information from being used in any other manner and/or to the detriment of any of the Parties.

7. This Order can be modified by the Court at any time upon good cause shown and following notice to all parties and opportunity for them to be heard.

IT IS SO ORDERED

SIGNED this 17th day of March, 2023.

BY THE COURT:

A handwritten signature in cursive script, appearing to read "Cheryl R. Zwart", is written over a horizontal line.

Hon. Cheryl R. Zwart
United States Magistrate Judge

STIPULATED:

s/Justin D. Eichmann

David S. Houghton - #15204
Justin D. Eichmann - #22405
HOUGHTON BRADFORD WHITTED PC LLO
6457 Frances Street, Suite 100
Omaha, Nebraska 68106
(402) 344-4000 | (402) 933-1099 Fax
dhoughton@houghtonbradford.com
jeichmann@houghtonbradford.com
Attorneys for Plaintiff

STIPULATED:

s/Elizabeth L. Enroth

J. Daniel Weidner, #23738
Elizabeth L. Enroth, #25875
KOLEY JESSEN P.C., L.L.O.
1125 South 103 Street, Suite 800
Omaha, Nebraska 68124
(402) 390 9500 | (402) 390 9005 (facsimile)
Daniel.weidner@koleyjessen.com
Liz.enroth@koleyjessen.com
Attorneys for Defendant

EXHIBIT A

CONFIDENTIALITY AGREEMENT

1. I have been provided access by _____ or its counsel to certain materials or testimony that have been designated as CONFIDENTIAL SETTLEMENT INFORMATION within the terms of the Joint Stipulated Protective Order re Confidential Settlement Information entered in the action captioned *LUND-ROSS CONSTRUCTORS, INC., a Nebraska corporation, Plaintiff, v. VECINO NATURAL BRIDGE, LLC, a Missouri limited liability company, Defendant*, and pending before the United States District Court for the District of Nebraska at Case No. Case No. 8:19-cv-00550-RFR-CRZ.

2. I have read the aforementioned Joint Stipulated Protective Order re Confidential Settlement Information, and agree to be bound by it and I hereby agree to submit to the jurisdiction of the United States District Court for the District of Nebraska for enforcement of such Joint Stipulated Protective Order re Confidential Settlement Information.

3. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, 2023

Signature

Name

Title

Address

Phone Number